

Loudoun County, Virginia

REQUEST FOR PROPOSAL

EMPLOYER ASSISTED HOUSING PROGRAM

ACCEPTANCE DATE:

Prior to 4:00 p.m., March 10, 2008 "Local Verizon time"

RFP NUMBER:

QQ-01397

ACCEPTANCE

Department of Management and Financial Services

PLACE:

Division of Procurement, MSC #41C

1 Harrison Street, SE, 4th Floor

Leesburg, Virginia 20175

A Pre-Proposal Conference will be held on Tuesday, February 27, 2008 at 2:00 P.M. in the Purcellville Conference Room, 1 Harrison Street, SE, 1st Floor, Leesburg, Virginia 20175 for clarification of any questions on the specifications.

Requests for information related to this Proposal should be directed to:

Courtney Raye, CPPB

Contracting Officer

(571) 258-3190

(703) 771-5097 (Fax)

E-mail address: courtney.raye@loudoun.gov

This document can be downloaded from our web site:

www.loudoun.gov/procurement

Issue Date: February 7, 2008

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

REQUEST FOR PROPOSAL

EMPLOYER ASSISTED HOUSING PROGRAM

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EMPLOYER ASSISTED HOUSING PROGRAM

1.0 PURPOSE

The intent of this Request for Proposal is to obtain proposals from qualified consultants to provide services to assist the Loudoun County Housing Advisory Board in developing an Employer Assisted Housing Program with the objective of offering employees of companies participating in the Employer Assisted Housing Program access to a variety of home buying resources.

The offeror shall work closely with the Loudoun County Department of Family Services (DFS) to fulfill the requirements as listed in Section 4.0. The offeror shall not receive any compensation from the County to provide this service, however the offeror shall receive public and private recognition of their commitment to affordable housing in Loudoun County which may reflect positively with future business contacts and allow for increased visibility.

2.0 COMPETITION INTENDED

It is the County's intent that this Request for Proposal (RFP) permit competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than ten (10) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

In October 2001, the Loudoun County Board of Supervisors approved staff recommendations for revisions to the County's housing policies which would maximize its benefits to citizens. Some of those recommendations were as follows:

- Establish Employer Assisted Housing Programs
- Attract Non-Profit and For-Profit Housing Development Partnerships
- Partner with IDA
- Establish Loudoun Housing Trust

The Economic Development Commission reaffirmed the need for an Employer Assisted Housing (EAH) program in 2004 and adopted the Revised Housing Policy which was reaffirmed September 18, 2007 (Attachment I).

The Loudoun County Department of Family Services has partnered with the Loudoun County Public Schools (LCPS), Loudoun County Human Resources, Inova Loudoun Hospital and Howard Hughes Medical Institute to assist employees with finding affordable housing resources.

4.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either <u>meet or exceed</u>, the requirements contained herein.

The Contractor shall:

4.1 Develop Free Homebuyer education and credit counseling classes

Training and materials provided to cover:

- Benefits/downsides/responsibilities of homeownership
- Finances and money management
- How to improve and maintain good credit
- Role of the realtor
- Role of the lender
- Role of the home inspector
- What to expect at settlement
- Community Resources

4.2 Develop post-closing financial literacy training

Materials provided to cover:

- Budgeting for unforeseen home expenses
- Recognizing and avoiding predatory lending practices
- How to avoid foreclosure
- Community resources for borrowers facing foreclosure
- 4.3 Developer residential set aside properties to be sold at a discount
 - Contact and work with developers to structure a discount program.
 Discounts to be offered may include but not be limited to a percentage discount off the sales price, dollar discount off the purchase price, free upgrades, landscaping, etc.
- 4.4 Discounted Realtor commission percentage
 - Contact/recruit realtors to participate in program and offer discounted commission or special promotion incentives/package
- 4.5 Discounted closing cost/settlement fees
 - Contact/recruit title companies to participate in program and offer discounted fees or special promotion incentives/package
- 4.6 Discounted legal fees for settlement
 - Contact/recruit attorneys to participate in program and offer discounted legal/settlement fees

4.7 Special mortgage products

 Contact and work with the Virginia Housing Development Authority in developing special mortgage products

4.8 Free Consulting Services

 Provide free consulting services to employers in developing the best program to meet the needs of their employees.

4.9 Lenders/loan products

- Contact and recruit lenders to provide loans and to offer discounted origination or other servicing fees.
- 4.10 Employer-provided down payment loans or grants to participating employees
 - Consultant to work with employers (no financial charge) in developing loans, grants or other products/incentives to offer employees

5.0 CONTRACT TERMS AND CONDITIONS

The Contract with the successful offeror will contain the following Contract Terms and Conditions. Offerors intending to require additional or different language must include such language with their proposal. Failure to provide offeror's additional Contract terms may result in rejection of the proposal.

5.1 <u>Procedures</u>

The extent and character of the services to be performed by the Consultant shall be subject to the general control and approval of the Contract Administrator or his/her authorized representative(s). The Consultant shall not comply with requests and/or orders issued by other than the Contract Administrator or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Purchasing Agent and the Consultant.

5.2 Contract Period

The Contract shall cover the period from June 1, 2008 through May 30, 2009 or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to two (2) additional two (2) year periods. Any renewal shall be based on the same terms and conditions as the initial term.

Notice of intent to renew will be given to the Consultant in writing, normally ninety (90) days before the expiration date of the current term.

5.3 <u>Business, Professional, and Occupational License Requirement</u>

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants <u>without</u> a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

5.4 Payment of Taxes

All Consultants located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Consultant prior to the award of any Contract or Contract renewal.

5.5 Insurance

The Consultant shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the Consultant, his agents, representatives, employees or subconsultants at their own expense. Proof of coverage as contained herein shall be submitted prior to entering into the Contract and such coverage shall be maintained by the Consultant for the duration of the Contract period for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after Contract completion date.

A. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

Minimum Limits

General Liability:

\$1,000,000	General Aggregate Limit
\$1,000,000	Products & Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence Limit
\$50,000	Fire Damage Limit
\$5,000	Medical Expense Limit

B. <u>Automobile Liability</u>

Coverage sufficient to cover all vehicles owned, used, or hired by the Consultant, his agents, representatives, employees or subconsultants.

Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit \$1,000,000 Each Occurrence Limit \$5,000 Medical Expense Limit

C. Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, \$1,000,000.

D. <u>Coverage Provisions</u>

- 1. The Consultant shall furnish the County certificates of insurance including all policy exclusions and endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf. If executed by a broker, a notarized copy of authorization to bind or certify coverage must be attached. The certificates shall indicate the Contract name and number.
- All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the Consultant may be required to procure a bond guaranteeing payment of losses and related claims expenses.
- 3. The County of Loudoun, its officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision that the County be added as an additional insured does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
- 4. The Consultant's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
- 5. The Consultant shall provide immediate written notice to the County before any cancellation, suspension, or void of coverage in whole or part, or subsequent to any cancellation, suspension, or void of coverage in whole or part if not so notified prior to an action taken by the insurer resulting in the immediate cancellation, suspension, or void in whole or part.
- 6. All coverage for subconsultants of the Consultant shall be subject to all of the requirements stated herein.

- 7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
- 8. The insurer shall agree to waive all rights of subrogation against the County, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises for which the parties may be held liable by reason of negligence.
- 9. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.
- 10. All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

5.6 Hold Harmless Clause

The Consultant shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Consultant. The Consultant agrees that this clause shall include claims involving infringement of patent or For purposes of this paragraph, "County" and "Consultant" copyright. includes officials, their employees, agents, and representatives. "Consultant" also includes subconsultants and suppliers to the Consultant. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys fees and costs related to the claim. This section shall survive the Contract.

5.7 Safety

All Consultants and subconsultants performing services for the County of Loudoun are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Consultants and subconsultants shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

5.8 Notice of Required Disability Legislation Compliance

Loudoun County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects

qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

5.9 Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

5.10 Employment Discrimination by Consultants Prohibited

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this contract, the Consultant agrees as follows:
 - The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, shall state that such Consultant is an equal opportunity employer.
 - Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

B. The Consultant will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subconsultant or vendor.

5.11 <u>Drug-free Workplace</u>

Every Contract over \$10,000 shall include the following provision:

During the performance of this Contract, the Consultant agrees to (i) provide a drug-free workplace for the Consultant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Consultant that the Consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subconsultant or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Consultant in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

5.12 Faith-Based Organizations

Loudoun County does not discriminate against faith-based organizations.

5.13 Immigration Reform and Control Act of 1986

By entering this Contract, the Consultant certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

5.14 Substitutions

NO substitutions or cancellations are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Consultant for the work, those employees shall perform the work as long as those employees work for the Consultant, either as employees or subconsultants, unless the County agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

5.15 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Consultant and its employees shall be professional and courteous at all times. The County may, in writing, require the Consultant to remove any employee from work for reasonable cause, as determined by the County. Further, the County may, from time to time, make inspections of the work performed under the Contract. Any inspection by the County does not relieve the Consultant of any responsibility in meeting the Contract requirements.

5.16 Assignment of Contract

The Contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

5.17 <u>Termination</u>

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Consultant; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. <u>Termination for Convenience</u>

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. <u>Termination</u> for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Consultant shall not be entitled to termination costs.

C. <u>Termination Due to Unavailability of Funds in Succeeding Fiscal Years</u>

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

5.18 Contractual Disputes

The Consultant shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Consultant shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Consultant appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

5.19 Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

5.20 Applicable Laws/Forum

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun.

5.21 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an over night or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONSULTANT:

TO COUNTY:

(TBD)

County of Loudoun, Virginia Division of Procurement, MSC #41C 1 Harrison St, SE, 4th Floor Leesburg, VA 20175 Attn: Courtney L. Raye, CPPB

5.22 Licensure

To the extent required by the Commonwealth of Virginia or the County of Loudoun, the Consultant shall be duly licensed to sell the goods or perform the services required to be delivered pursuant to this Contract.

5.23 Registering of Corporation

The Consultant shall remain registered with the Virginia State Corporation Commission, if applicable, during the term of the Contract or any renewal.

5.24 Criminal Background Checks

The Consultant shall submit the names, social security numbers, and other information of its employees when requested. This information will only be used by Loudoun County to obtain nation-wide criminal background checks when the county, in its sole discretion, determines it necessary for reasons of security or confidentiality. These background checks, when requested, will be performed at the County's expense.

5.25 Confidentiality

The Consultant acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Consultant agrees that its employees will not:

- A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
- B. Access or attempt to access information beyond their stated authorization.
- C. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Consultant understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Consultant understands that violations of this provision may result in Contract termination.

The Consultant further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Consultant shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

6.0 **EVALUATION OF PROPOSALS: SELECTION FACTORS**

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror.

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

- Understanding of County requirements as listed under Section 4.0 35 pts
- B. Overall Quality of Proposal - 25 pts
- C. Credentials and Related Experience - 35 pts
- D. Compliance with Contract Terms and Conditions – 5 pts

The PAG will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews with only the top ranked offerors, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall be conducted with offerors so selected. The PAG may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

7.0 PROPOSAL SUBMISSION FORMAT

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the order listed below. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

Α. Understanding of County needs

Proposal demonstrates an understanding of the work to be accomplished under Section 4.0.

B. Overall Quality of Proposal

Proposal represents the best value to the County by the quality of services to be offered. Specific emphasis should be made to marketing strategies and delivery of services.

C. Credentials and Related Experience

- 1. Offeror shall describe their overall qualifications and experience in performing the work as described in Section 4.0.
- 2. Comparable projects

Offeror shall describe specific projects they have completed that demonstrate the offeror's competency in the areas as outlined in Section 4.0. These projects should reflect the work of the key staff to be assigned to this project.

3. References

Offerors shall provide a minimum of three (3) references that demonstrate the offeror's ability to accomplish work similar in size and scope as referenced in Section4.0. This list shall include reference name, address, telephone number, email address, and the nature of the work performed. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

D. Compliance with Contract Terms and Conditions

1. State your firm's compliance with the Contract Terms and Conditions as listed in Section 5.0. Specifically list any deviations

8.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

8.1 Submission of Proposals

Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part shall not relieve the Contractor of its contractual obligations. Technical and Price proposals must be submitted at the same time in separate sealed containers. Technical information provided shall not include price or cost data. The inclusion of price or cost data in the Technical proposal may be cause for the proposal being rejected. The Price proposal shall be submitted on the Request for Proposal pricing forms if provided. Include other information as requested or The proposal container must be completely and properly identified. The face of the container shall indicate the RFP number, time and date of acceptance, the title of the RFP, and whether it is the Technical or Price proposal. Proposals must be received by the Division of Procurement PRIOR to the hour specified on the acceptance date. Proposals may either be mailed or hand delivered to 1 Harrison Street, SE, 4th Floor, MSC #41C Leesburg, Virginia 20175. Faxed and e-mailed proposals will NOT be accepted.

8.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all offerors. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the Request for Proposal must give the RFP number, title, and acceptance date. Material questions will be answered in writing with an Addendum provided however, that all questions are received at least ten (10) days in advance

of the proposal acceptance date. It is the responsibility of all offerors to ensure that they have received all addendums. Addendums can be downloaded from www.loudoun.gov/procurement.

8.3 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, pursuant to Section 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information. Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

8.4 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign. Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

8.5 <u>Preparation and Submission of Proposals</u>

- A. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- B. All attachments to the Request for Proposal requiring execution by the firm are to be returned with the proposals.
- C. Technical and price proposals are to be returned and submitted in separate sealed containers. The face of the container shall indicate the RFP number, time and date of public acceptance, and the title of the proposal.
- D. Proposals must be received by the Division of Procurement prior to the acceptance date. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest.

Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.

E. Each firm shall submit one (1) original and three (3) copies of their proposal to the County's Division of Procurement as indicated on the cover sheet of this Request for Proposal. The original proposal shall be clearly marked.

8.6 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation <u>prior to</u> the time of acceptance.
- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

8.7 County Furnished Support/Items

The estimated level of support required from County personnel for the completion of each task shall be itemized by position and man days.

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The County may furnish these facilities if the County considers them reasonable, necessary, and available for the Contractor to complete his task.

8.8 Subconsultants

Offerors shall include a list of all subconsultants with their proposal. Proposals shall also include a statement of the subconsultants' qualifications. The County reserves the right to reject the successful offeror's selection of subconsultants for good cause. If a subconsultant is rejected the offeror may replace that subconsultant with another subconsultant subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

8.9 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

8.10 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the County.

8.11 Prohibition as Subconsultants

No offeror who is permitted to withdraw a proposal shall, for compensation, perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

8.12 <u>Proposed Changes to Scope of Services</u>

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The County reserves the right to accept or reject any proposed change to the scope.

8.13 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.
- C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.
- D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

8.14 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov) and on the bulletin board located in the Division of Procurement, 4th floor, 1 Harrison St, SE, Leesburg, Virginia 20175.

8.15 Protest

Offerors may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

8.16 Debarment

By submitting a proposal, the offeror is certifying that offeror is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

8.17 Registering of Corporation

Any corporation, LLC, or LLP transacting business in Virginia shall secure a certificate of authority, as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission (SCC), PO Box 1197, Richmond, VA. The SCC may be reached at (804) 371-9733 or at http://www.scc.virginia.gov/division/clk/diracc.html. Certain isolated transactions or sales conducted through independent contractors do not require registration. Offerors should consult the Code of Virginia Section 13.1-757 for more information.

8.18 Cooperative Procurement

As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.

8.19 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from http://www.irs.gov/pub/irs-pdf/fw9.pdf.



Loudoun County, Virginia

Division of Procurement One Harrison Street, 4th Floor P.O. Box 7000 Leesburg, Virginia 20177-7000

9.0 EMPLOYER ASSISTED HOUSING PROGRAM PROPOSAL SUBMISSION FORMS

THE FIRM OF:		· · · · · · · · · · · · · · · · · · ·			
Address:	·				
FEIN					
Hereby agrees to provide the QQ-01397 as stated in the tech		es as defined in Request for Proposal No.			
		Failure to do so may be cause for rejection of the Offeror to ensure that he has received all			
ITEM:		INCLUDED: (X)			
1. References					
Addenda, if any.					
3. One (1) original and three (3	3) copies				
4. Proposal Response Informa	ation (7.0)	<u> </u>			
Person to contact regarding thi	s proposal:				
Title:	Phone:	Fax:			
Email					
Name of person authorized to I	bind the Firm (8.4):_				
Signature:		Date:			

QQ-01397 Please take the time to mark the appropriate line and return with your proposal. Associated Builders & contractors Loudoun Times Mirror ☐ Bid Net Our Web Site ☐ Builder's Exchange of Virginia NIGP The Plan Room ☐ Email notification from Loudoun County Reed Construction Data ☐ Dodge Reports ☐ Tempos Del Mundo ☐ India This Week ☐ Valley Construction News LS Caldwell & Associates ☐ Virginia Business Opportunities Loudoun Co Small Business Development Center ☐ VA Dept. of Minority Business Enterprises Loudoun Co Chamber of Commerce RAPID ☐Other SERVICE RESPONSE CARD QQ-01397 Date of Service: How did we do? Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level. How would you rate the way your request for this document was handled? Excellent Good Fair Poor Average□ Did you have contact with Procurement staff? How would you rate the manner in which you were treated by the Procurement staff? Excellent Good Fair Poor P Average How would you rate the overall response to your request? Excellent Good G Average Fair Poor COMMENTS: Thank you for your response! We can better assess our service to you through feed back from you. Your Name: Address: Phone: (day) evening Please return completed form to: Patty Cogle • Procurement •

PO Box 7000 • Leesburg, VA 20177

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

RIDER CLAUSE

Use of Contract by Members of the Northern Virginia Cooperative Purchasing Council and the Metropolitan Washington Council of Governments

RFP_	EMPLOYER AS	<u>SSISTEI</u>) HOSUII	<u>NG PRO</u>	GRAM				QQ	01397
This c	ause is intended to	allow a	successfu	ıl vendor	to offer	the goods	and services	of the bid to	other men	nber jurisdiction

ons of the Northern Virginia Cooperative Purchasing Council and the Metropolitan Washington Council of Governments. If a mark is made in the YES column next to a member name, the pricing, terms and conditions of the final contract are offered to the appropriate member. The successful vendor may directly notify any member jurisdiction of the availability of the contract.

Offering to sell goods and services as a result of this solicitation to other member jurisdictions is voluntary on the bidder's part. A member jurisdiction's participation in the contract is voluntary, also. Any jurisdiction obligated to participate in the contract is indicated in the body of the solicitation and contract.

Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, may withdraw its extension of the award to that jurisdiction. The member jurisdiction(s) which awards the contract as a result of this solicitation is responsible for the award, etc. of its portion of the contract only. The issuing jurisdiction shall not be held liable

Each member jurisdiction which purchases as a result of this offer will be responsible for placing orders directly with the successful vendor, arranging all delivenes, reconciling discrepancies and invoices, and issuing payments.

Failure to offer the terms and conditions of the contract to any member will neither disqualify a bidder nor adversely affect the award of the contract.

BIDDER'S AUTHORIZATION FOR PARTICIPATION:

YES	JURISDICTION	YES	JURISDICTION		
	City of Alexandria, VA		Loudoun County Sanitation Authority		
	Alexandria Public Schools		City of Manassas, VA		
	Alexandria Sanitation Authority		City of Manassas Park, VA		
	Arlington County, VA		City of Manassas Public Schools		
	Arlington Public Schools		Maryland - National Capital Park & Planning		
	Charles County Public Schools		Commission		
	City of Bowie, MD		Metropolitan Washington Airports Authority		
	City of College Park, MD		Metropolitan Washington Council of Governments		
	Culpeper County, Virginia		Winchester, VA		
200	District of Columbia		Montgomery College		
	District of Columbia Courts		Montgomery County, MD		
	District of Columbia Schools		Montgomery County Public Schools		
	District of Columbia Water & Sewer Auth		Northern Virginia Community College		
	City of Fairfax, VA		Northern Virginia Planning District Commission		
	Fairfax County, VA		Prince George's County, MD		
	Fairfax County Public Schools		Prince George's County Public Schools		
	Fairfax County Water Authority		Prince William County, VA		
	City of Falls Church, VA		Prince William County Public Schools		
	Fauquier County, VA		Prince William County Service Authority		
	Fauquier County Schools		Town of Purcellville, VA		
	City of Frederick, MD		City of Rockville, MD		
	Frederick County, MD		Spotsylvania County Schools		
	Frederick County Public Schools		Stafford County, VA		
	City of Gaithersburg, MD	E.	Stafford County Public Schools		
	George Mason University		City of Takoma Park, MD		
	City of Greenbelt, MD		Upper Occoquan Sewage Authority		
	Town of Herndon, VA		Town of Vienna, VA		
	Town of Leesburg, VA		Washington Metropolitan Area Transit Authority		
	Loudoun County Public Schools		Washington Suburban Sanitary Commission		
			Winchester Public Schools		
BIDDER SIGNATUREDATE					

Please complete form and return with proposal.

Revised 6/2006

Housing Policies Revised General Plan (Chapter 2, pp. 2-12 to 2-15)

Housing

The County's primary housing objective is to assure that existing and future County residents and the workforce are served by a range of housing opportunities. An adequate supply of varied types of housing, both rental and for-sale, in locations throughout the County is a fundamental ingredient of an enduring community. The creation of sustainable housing-its design, density, location, and performance-requires that the pattern of residential development benefit the user now and over time. To accomplish this objective, a diversity of housing types in a broad range of prices should be provided. Housing opportunities should be available in all areas of the County. Housing for special needs populations incorporating a programmatic approach also should be furnished.

The supply of single-family detached, attached and multi-family housing and their pricing is largely a function of market dynamics. The market determines the type of housing to be constructed, based upon demands for specific housing types and the potential return on investment for the developer. Loudoun's experience is that the market alone cannot meet all areas of housing need given current and projected job growth for the regional economy. Unmet housing needs occur across a broad segment of the County's income spectrum. The County defines unmet housing needs as the lack of housing options for households that are unable to rent or purchase due to insufficient incomes to meet current market prices. Housing diversity in type and price to address unmet needs will enhance Loudoun's economic vitality and the health of the community now and over time.

As total demand for housing in Loudoun has increased over the past fifteen years, single-family attached and multi-family units have gained a greater share of the for-sale market, while single-family detached homes and lots have accounted for a decreasing share. In 1990, single-family detached units represented 65% of the County's housing stock, whereas single-family attached units constituted 19% and multi-family units constituted 14%. By 2005, single-family detached units represented 54% of all homes; single-family attached units 27%, and multi-family units, 19%. By 2005, single-family detached units and lots accounted for only 49% of sales, compared to 58% of sales in 1990. Although the types of housing offered in the market are diversifying, housing costs are high and the shortage of affordable housing for residents and the workforce is growing.

The County can influence housing options and affordability by encouraging or requiring a clustered pattern of development and mixed-use communities with a diversity of housing types. To achieve this, the County should allow higher residential densities that are close to employment opportunities, schools, community centers, transit routes and

other amenities where adequate water, sewer, roads, schools, open space, and recreation are, or will be in place. In and of themselves, increased densities are not the only answer to influencing the market. Flexibility in lot sizes and setback requirements, and relaxation of use restrictions are also necessary to achieve the desired product mix. The County can permit accessory and second-story apartments in existing villages and rural clusters and provide for a variety of unit types to be developed in designated Joint Land Management Areas (JLMAs) around the towns that have them. The County can form public-private partnerships to implement programs, providing incentives to influence the market.

A. Housing Affordability

Housing affordability has long been an issue in the Washington, D.C. metropolitan region. Affordability becomes a problem when the cost of housing exceeds an acceptable percentage of a household's disposable income. Households that are determined to reside in the metropolitan area can either pay a disproportionate amount of their income to secure housing, or pay less for lower quality or less adequate housing. In developing Loudoun County's vision for its residents, the Board of Supervisors has recognized affordable housing as an economic, transportation, and quality-of-life issue. While the County is providing a significant share of the region's housing, prices and rents are at a level that is too costly for many of Loudoun's workforce. Workers filling jobs in Loudoun often live in other jurisdictions and generate traffic on local roads as they commute to work increasing air pollution and gas consumption. Some housing units contain multiple families or additional occupants, resulting in overcrowded conditions which adversely affect neighborhoods and quality of life. The lack of affordably priced housing also has an impact on the continued ability to attract and retain a diversified employment base.

B. Unmet Housing Needs

The County's affordable housing policies focus on the unmet housing needs of all Loudoun's citizens and workers. The market is not meeting all areas of need given the County's vibrant economy and location in the region. The County's housing strategy gives guidance to the development of a variety of programs that address Loudoun-specific needs as identified through systematic audit, evaluation, and study. The County has identified that, within the broad spectrum of housing need, different levels of effort and varying approaches must be applied in order to effectively address the problem of housing affordability.

Providing housing for special needs populations to include low-income residents (less than 30% AMI), elderly residents requiring congregate care, disabled residents, and the homeless often requires heavy subsidies, which have historically been provided by the federal and state governments. Given the reduction of federal and state assistance, the County is committed to identifying resources to replace that assistance as well as encouraging the formation of public and private partnerships to support the

development of housing for people who are elderly, disabled, or living on very low incomes.

To address the unmet housing needs of Loudoun's workforce earning 30% to 100% AMI, a full range of tools to include loans, regulations, and other incentives should be considered. One important program is the Affordable Dwelling Unit (ADU) program. This program, adopted in 1993 as part of the Zoning Ordinance is based on state enabling legislation, and aimed at fulfilling the housing needs of County residents with incomes from 30% to 70% AMI.

The ADU rental units are designed to serve residents earning 30% to 50% AMI and priced at 30% of income (exclusive of utilities). ADU for-sale units are designed to serve residents with incomes of 50% to 70% AMI. For-sale units should be available at 3 times that income. As important as this program is to providing affordable housing to County residents, it has not been able to keep pace with the growing demand. In addition, there are deficiencies in the implementation of the ordinance that lessens its effectiveness to secure affordable housing for households in the lower range of the ADU program. This program alone cannot meet the need.

The County may establish a dedicated stream of revenue to fund the housing trust fund which would leverage federal, state, and other funding sources for the production of new units, to provide down payments for first-time homebuyers and to purchase land for affordable housing development. The affordability issue also includes developing strategies to preserve the existing supply of owner-occupied housing and affordable rental units. As such, the Plan recommends other programmatic initiatives aimed at revitalization, renovation, and restoration of the existing housing stock, provisions to allow manufactured housing as an option, and the commitment of County government to play a greater role in addressing unmet housing needs.

Guiding Principles Policies

- The County seeks to promote housing options for all people who live and/or work in Loudoun.
- County policies and programs will focus on the unmet housing needs of households earning up to 100% of the Washington Metropolitan Area Median Income (AMI) that being the area of greatest need.
- 3. The County will regularly examine and estimate unmet housing needs, and housing programs will be evaluated for their effectiveness in addressing those needs.
- 4. Housing that is developed to fulfill unmet housing needs should generally be located near existing or planned employment opportunities, schools, communities, transit routes, and other amenities.

- 5. The County is committed to bring all existing affordable housing in need of indoor plumbing, operational septic and water systems, and major system repair (new roofs, heating and cooling systems) up to safe and livable conditions.
- 6. The County encourages a variety of housing types, sizes and innovative designs to be developed to assist in fulfilling unmet housing needs throughout the County.
- 7. The County will require a mix of housing options appropriately located in communities to support a balanced development program.
- 8. The County will encourage the development of housing for special needs populations (as defined in the Glossary) integrated within existing and planned residential communities, particularly in areas within walking distance of convenience shopping and employment opportunities, transit, and other amenities.
- 9. The County will promote the provision of an affordable range of housing types throughout the County.
- 10. The County will promote the formation of public and private partnerships and facilitate the utilization of state and federal housing programs to assist in fulfilling unmet housing needs.
- 11. The County supports the development of housing and of communities that apply universal design principles.
- 12. The County encourages development that utilizes energy efficient design and construction principles, promotes high performance and sustainable buildings, and minimizes construction waste and other negative environmental impacts.
- 13. The use of planned and/or zoned non-residential land to address unmet housing needs is not supported unless the proposed use provides a mix of residential, commercial and offices uses and addresses the full range of unmet housing needs.
- 14. In addition to the requirements of the ADU Ordinance, the County encourages each development proposal that includes a residential component to address unmet housing needs recognizing that the largest segment of unmet need is housing for incomes below 30% AMI.

Housing Supply Policies

1. The County will identify options for addressing unmet housing needs not covered by the ADU zoning ordinance and work toward an implementation plan.

2. The County will encourage preservation by adaptive re-use of existing unused, or underutilized structures throughout the County, for the development of affordable dwelling units, as defined in the Zoning Ordinance and in accordance with the policies in the *Revised General Plan*.

Cooperation Policies

- 1. The County will initiate a regional cooperative effort with neighboring jurisdictions to establish a dialogue and programs to address the provision of a healthy balance of jobs and housing in each jurisdiction.
- 2. The County will provide technical planning expertise and financial support to the Towns to assist them in establishing programs that provide affordable housing. Such programs might include a revitalization tax credit program, housing rehabilitation, the development of regulations that allow for a broad range of housing types and sizes and upper story residential uses over stores, etc.
- 3. The County will work in partnership with nonprofit, public and private entities committed to the provision of a wide range of housing opportunities by offering technical and financial assistance.

Funding Policies

- Developers of residential and mixed-use projects are encouraged to include funding commitments and proffers to fulfill unmet housing needs in their development proposals.
- The County may maintain a dedicated revenue stream to fund the housing trust fund to address unmet housing needs. The fund will be evaluated annually to determine its effectiveness and efficiency.

Programs and Incentives Policies

- 1. The County will encourage the creation of programs, tools and incentives both publicly and privately developed that will fulfill unmet housing needs.
- 2. The County may provide incentives to stimulate the development of new housing projects when the applicant demonstrates the capacity to affect economic efficiencies in producing and sustaining affordable rents or sale prices over time.
- 3. The County may adopt or develop and implement an employer-assisted housing program to help meet workers' housing needs.

- 4. The County may develop and implement revitalization tax credit programs and/or loan programs for housing rehabilitation to conserve existing affordable housing.
- 5. The County may establish additional incentives, such as density bonuses; expedited application review; reductions or waiver of permit, development, and infrastructure fees or capital facilities contributions; tax credit programs; and zoning modifications to meet housing goals and objectives.
- 6. The County may maintain an inventory of County-owned real property. The Board of Supervisors may consider the use of inventoried property by nonprofit, public and private sector entities as an incentive for residential development to fulfill unmet housing needs when it is consistent with other Plan policies. In using County-owned real property, the development goal is to provide 1) special needs housing and/or 2) a mix of housing types and sizes suitable for a range of households having less than 70% of Area Median Income (AMI).
- 7. The County promotes the recognition of good design and innovation in affordable housing by the Design Cabinet, County programs, and other channels.

Legislation Policies

- The County requires that for land development applications proposing development of 50 or more dwelling units with a density greater than one dwelling unit per acre, located in an approved sewer service area, a percentage of the total number of dwellings will be developed as affordable units and given an appropriate density increase.
- 2. The County will seek state enabling legislation to eliminate the exemption from the ADU Ordinance of buildings with elevators that are four stories or higher.
- The County will strengthen ADU Program regulations to do as much as the state code allows to require the development of affordable housing that is interspersed within neighborhoods, communities and throughout the County as a part of new development.
- 4. Until such time as a Housing Authority is established to develop new affordable housing, rehabilitate housing, and revitalize community infrastructure, the County encourages the Industrial Development Authority to exercise its authority to assist with tax exempt bond financing, leverage gap financing and stimulate cooperative partnerships toward the preservation and production of housing to address unmet needs.
- 5. The County will amend the Zoning Ordinance to expand the number of districts where manufactured housing, accessory units, and other alternative housing types are allowed.

TO BE ADDED TO THE GLOSSARY

Manufactured Housing:

Manufactured housing are homes built entirely in the factory, transported to the site, and installed under a federal building code administered by the U.S. Department of Housing and Urban Development (HUD).

Special Needs Population:

Special needs populations include low income residents (incomes below the 30 percent Area Median Income (AMI)), elderly residents requiring congregate care, disabled residents, and the homeless.

Universal Design:

The simple design of both products and the built environment to be usable by people of all ages and abilities, and which promotes the ability for people to age in place.

Unmet Housing Needs:

The lack of housing options for households earning up to 100% of the Washington Metropolitan Area Median Income (AMI).